



## REQUEST FOR PROPOSAL

NAME OF COMPANY SUBMITTING  
PROPOSAL \_\_\_\_\_

### **SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying specifications and proposal forms are for your convenience in proposing the enclosed referenced services. Proposers are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the proposer. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division  
PO Box 1952 – 300 W. Cotton (zip 75601)  
Longview, TX 75606

PHONE (903) 237-1324

FAX (903) 291-5323

[jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov)

**Sealed proposals will be received no later than: February 3, 2016 @ 2:00 PM CST**

**MARK ENVELOPE: RFP NO. 1516-14 JULY 4<sup>TH</sup> CARNIVAL**

**RETURN PROPOSAL TO: CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952 – 300 W. COTTON (ZIP 75601)  
LONGVIEW, TEXAS 75606**

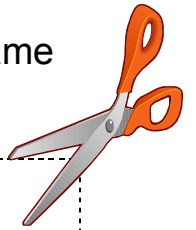
**THE CITY OF LONGVIEW** appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, Texas. You are invited to attend.

Award will be made approximately two weeks after the proposal opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324

**Return all pages of your proposal. Proposers shall sign and date pages with signature lines. Incomplete proposals or proposals which are not signed and dated as stated may be rejected.**

# REQUEST FOR PROPOSAL

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.



**SEALED RFP • DO NOT OPEN**

**JULY 4<sup>TH</sup> CARNIVAL**

**RFP No. 1516-14**

**RFP OPENING: February 3, 2016 @ 2:00 p.m. CST**

**For Information Contact:**

**Jaye Latch**  
**(903) 237-1324**  
**[jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov)**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Proposals must be addressed to:**

**Jaye Latch**  
**Purchasing Manager**  
**PO Box 1952**  
**Longview, TX 75606**

or

**Jaye Latch**  
**Purchasing Manager**  
**300 W Cotton St**  
**Longview, TX 75601**

## **SECTION II - INSTRUCTIONS AND GENERAL TERMS**

By order of the City Manager of LONGVIEW, TEXAS, sealed proposals will be received for:

### **JULY 4<sup>TH</sup> CARNIVAL**

**2.00 00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of services specified, provided pricing, terms and conditions remain the same.

**2.01 IT IS UNDERSTOOD** that the City of Longview, Texas (City) reserves the right to reject any or all proposals for any or all services covered in this proposal request and to waive informalities or defects in proposals or to accept such proposals as it deems in the best interests of the City of Longview.

**2.02 PROPOSALS MUST BE** submitted on the pricing forms included for that purpose in this packet. Proposals shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The proposal number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.***

**2.03 SUBMISSION OF PROPOSALS:** The City of Longview requests one original and one copy of your proposal. Include all pages of this document in submitting your proposal. Sealed proposals shall be submitted to:

**CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952 – 300 W. COTTON (ZIP 75601)  
LONGVIEW, TX 75606**

**2.04 LATE PROPOSALS: ALL PROPOSALS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE PROPOSAL OPENING DATE AND TIME.** Proposals received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

**2.05 FUNDING:** Funds for payment have been provided through the City of Longview budget approved by the Longview City - Council for this year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

**2.06 ALTERING PROPOSALS:** Proposals cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer of the proposal.

**2.07 WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or canceled by the proposer without the permission of the city for a period of ninety (90) days following the date designated for the receipt of proposals, and proposer so agrees upon submittal of a proposal. For the purpose of proper proposal evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the proposal opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

**2.08 SALES TAX:** The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Proposers shall be responsible to report and pay all applicable taxes, if any, promptly.

**2.09 PROPOSAL AWARD:** The City of Longview will review all proposals for responsiveness and compliance with these specifications. Proposals are awarded base on the published evaluation criteria. City of Longview may negotiate additional work as deemed appropriate and consistent with the intent and terms of the resulting contract.

**2.10 CONTRACT:** This proposal, when properly accepted the City of Longview, shall become a contract equally binding between the successful proposer and City of Longview.

**2.11 CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

**2.12 IF DURING THE** life of the contract, the successful proposer's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

**2.13 ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website [www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids). Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324. It is the responsibility of the proposer to obtain a copy of all addenda.

**2.14 DELIVERY:** All delivery and freight charges (FOB City of Longview) are to be included in the proposal price.

**2.15 ETHICS:** The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any

employee, official or agent of the City of Longview.

**2.16 EXCEPTIONS/SUBSTITUTIONS:** Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the proposer has not taken exceptions and shall hold the proposer responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

**2.17 DESCRIPTIONS:** Any reference to model and/or make/manufacture used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

**2.18 PROPOSAL MUST COMPLY** with all federal, state, city and local laws concerning types of products specified.

**2.19 DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**2.20 MINIMUM STANDARDS FOR RESPONSIBLE PROPOSERS:** A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine proposer's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

**2.21 REFERENCES:** The City of Longview requests proposers to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

**2.22 PROPOSER SHALL PROVIDE** with this proposal response, all documentation required by this RFP. Failure to provide information specifically requested may result in rejection of your proposal.

**2.23 INDEMNIFICATION:** The vendor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of vendor under this contract.

**2.24 WAGES:** Successful proposer shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

**2.25 TERMINATION FOR DEFAULT:** The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful proposer fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful proposer, default will be declared and all the successful proposer's rights shall terminate. Proposer, in submitting this proposal, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the proposer in default.

**2.26 NOTICE:** Any notice provided by this proposal (or required by Law at the address so provided) to be given to the successful proposer by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

**2.27 CONTRACT ADMINISTRATOR:** Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful proposer.

**2.28 PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Longview to the successful proposer. The

purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**2.29 EACH INVOICE** shall be number and show (1) name and address of the successful proposer, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the services delivered.

**2.30 PAYMENT** will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

**2.31 ITEMS**, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful proposer at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

**2.32 SERVICES:** Supplied under this contract shall be subject to the City of Longview's approval. Services found defective or not meeting specifications shall be corrected at no expense to the City.

**2.33 WARRANTY:** The successful proposer shall warrant that all items/services shall conform to the proposed specifications.

**2.34 REMEDIES:** The successful proposer and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**2.35 APPLICABLE LAW AND VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

**2.36 EQUAL EMPLOYMENT OPPORTUNITY:** The successful proposer shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The proposer shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

**2.37 ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

**2.38 SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

**2.39 PROPRIETARY INFORMATION:** The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

**2.40 This section not used.**

**2.41 OZONE ACTION DAYS –** The successful proposer shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

**2.42 ANY QUESTIONS** concerning the RFP shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov) . Reference the section and page in question.

**2.43 Assignment of Contact:** This contract may not be assigned I whole or part without the written consent of the City of Longview.

**2.44 Emergency Telephone Numbers:** The Vendor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

**2.45 Smoking:** Smoking is NOT allowed in any City facility at any time.

**2.46 SUBCONTRACTING:** The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

**2.47 INCLEMENT WEATHER:** In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

**2.48 STORM WATER MANAGEMENT:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
  - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
  - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
  - (3) minimizing the impact to the public health and the environment;
  - (4) neutralizing the effects of the incident;
  - (5) removing the discharged or spilled substances; and
  - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

## **SECTION III - SPECIAL PROVISIONS**

**3.00 SUPPORTING INFORMATION:** When requested proposers are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your proposal.

- a) Warranty - Include warranty information with your proposal. Warranties may be a consideration of proposal award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

**3.01 INSURANCE:** All proposers proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful proposer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful proposer providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful proposer must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful proposer shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful proposer shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful proposer shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful proposer shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful proposer is representing to the City that all employees of the successful proposer who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful proposer which entitles the governmental entity to declare the contract void if the successful proposer does not remedy breach within ten (10) days after receipt of notice of breach from the City.

**Additional insurance is required.** The successful proposer shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability -

Bodily Injury by Accident - \$100,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$100,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence

\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Comprehensive Automobile Liability for owned, leased and hired vehicles:

Bodily Injury and Property Damage	\$500,000 "CSL" each occurrence
Combined Single Limit:	\$500,000 "CSL" each occurrence

If the project involves the construction of a building structure, the Contractor shall provide **Builder's Risk** insurance with all risk coverage in an amount equal to the full replacement value of the building in question. The contractor shall include the City of Longview and its officers, agents, employees and elected officials, as additional named insured on required comprehensive General Liability, comprehensive automobile Liability, and Builders Risk Insurance policies. Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall nor relieve the Contractor of full responsibility or liability for the damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**EVIDENCE OF INSURANCE COVERAGE:** Before commencement of any work, the contractor shall submit written evidence that he and all his subcontractors have obtained the insurance required by this contract. Such written evidence shall be in the form of a Certificate of Insurance executed by the contractor's insurance carrier showing such policies in force for the specified period or by furnishing copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days notice in writing to be delivered by certified mail to the owner.



## SECTION IV - PROPOSAL RESPONSE

<b>July 4<sup>th</sup> Fireworks and Freedom Celebration</b>	
<b>Minimum Guarantee (Paid by City to Carnival or Retained by Carnival from proceeds prior to revenue sharing)</b>	\$ _____ Paid to _____
<b>% of revenue sharing</b>	<b>After Minimum Guarantee:</b> <b>Carnival _____ % City of Longview _____ %</b>

### **Submittals**

The following items should be submitted with the proposal:

- List and Pictures of Proposed Rides/Activities
- Pricing Structure for all Rides to include an all day unlimited ride pass
- Minimum Guarantee and Profit Sharing Proposal
- All pages of this Proposal Invitation including worksheets
- Copy of current insurance Certificate
- Bid Affidavit

I have read and agree to the terms and conditions of this proposal request.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

## **Freedom Celebration**

The Carnival will be staged on the Fair Grounds located at 1123 Jaycee Dr. Longview, Texas 75604

### **Carnival shall provide:**

The City of Longview is seeking a fun, safe, and family friendly activity with rides for all ages and other activities that accompany the carnival experience. No food or game vending will be included in this proposal. Food & Game vendors will be handled separately. If you are interested in food or game vending, you may contact Dixie Golden at 903-237-1271.

A thorough clean-up of the area during and following the event and leaving the area in as good condition as they found it

Electrical power to be supplied by Carnival Company.

A certificate of insurance 30 days prior to the event naming the City of Longview as co-insured

Safety, cleanliness, ADA compliance and professional staff with good customer service skills are important elements.

The City of Longview's Fire Marshal Office will inspect all rides on-site before the carnival opens to the public. They are also to be notified of any county or state ride inspections. A current amusement ride compliance sticker must be visible on each ride.

The Festival will open at 11:00 am on Monday, July 4, 2016. Rides will remain open until the fireworks begin at 9:30. At that time, they will suspend operation until the completion of the fireworks show. Rides may resume after the fireworks show and operate until the crowd has disbursed. The Festival is a one day Festival. Carnival must be clear from the area by Thursday, July 7, 2016.

Carnival must comply with all applicable laws, rules, regulations, procedures, and requirements, including those related to safety, health, sanitation, fire, and local codes. Carnival shall disclose any safety violations within the past five (5) years.

The City of Longview reserves the right to negotiate or delete any of the items listed in this proposal

In the event Gregg County (City of Longview) is under a burn ban at the scheduled time or weather deems the display unsafe, the City of Longview reserves the right to re-schedule the fireworks display to another date. The Festival may be held without the fireworks, but that decision will be made by the festival committee after a thorough evaluation of the circumstances. The Carnival may have a representative at that evaluation.

## **Evaluation Criteria**

Proposed Revenue to the City of Longview	25%
Individual ride and unlimited ride pass pricing	25%
Prior Experience/References/Safety Record	25%
Proposed rides/midway plan	25%

**ATTACHMENT I**  
**LIST OF EQUIPMENT**

## ATTACHMENT II

### REFERENCES

Each proposer shall provide a minimum of three (3) verifiable references in which the proposer has sold and maintained this or a similar product.

Company Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_ Contact\_\_\_\_\_

Date of Service\_\_\_\_\_

Company Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_ Contact\_\_\_\_\_

Date of Service\_\_\_\_\_

Company Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_ Contact\_\_\_\_\_

Date of Service\_\_\_\_\_

## ATTACHMENT III

### FORM A

### OFFER STATEMENT AND BUSINESS INFORMATION

This proposal is submitted in response to the Request for Proposal No. 1516-14 July 4<sup>th</sup> Carnival and constitutes an offer by this offeror to enter into a contract as described herein. I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the offeror is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons to offer or not to offer such services.

_____ AUTHORIZED SIGNATURE		_____ LEGAL NAME OF FIRM	
_____ PRINTED NAME OF AUTHORIZED SIGNATURE		_____ TODAY'S DATE	
_____ TITLE	_____ TELEPHONE NUMBER	_____ FAX NUMBER	
_____ ADDRESS OF FIRM			
_____ CITY	_____ STATE	_____ ZIP CODE	

EMAIL ADDRESS \_\_\_\_\_

#### ADDENDA ACKNOWLEDGED

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: We have an office located within the city limits of the City of Longview, Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_

## **ATTACHMENT V**

### **NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:**

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature of vendor doing business with the governmental entity

Date

\_\_\_\_\_

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## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### **Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

#### **Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.